



# ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT AGENDA

June 02, 2025 at 5:00 PM

Assembly Chambers/Zoom Webinar

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<https://juneau.zoom.us/j/94215342992> or 1-253-215-8782 Webinar ID: 942 1534 2992

**A. CALL TO ORDER**

**B. LAND ACKNOWLEDGEMENT**

We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

**C. ROLL CALL**

**D. APPROVAL OF AGENDA**

**E. APPROVAL OF MINUTES**

1. May 5, 2025 Draft LHED Minutes

**F. AGENDA TOPICS**

2. Community Partner Scope Analysis

3. Juneau Affordable Housing Fund Update

4. State of Alaska Parking Lease on Willoughby

**G. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS**

- Planning Commission Update
- Docks and Harbors Board Update
- Parks and Recreation Advisory Committee (PRAC) Update

**H. STANDING COMMITTEE TOPICS**

- Privatizing Eaglecrest Operations

**I. NEXT MEETING DATE - July 14, 2025**

**J. ADJOURNMENT**

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, e-mail: [city.clerk@juneau.gov](mailto:city.clerk@juneau.gov).

# ASSEMBLY LANDS HOUSING AND ECONOMIC DEVELOPMENT MINUTES

May 05, 2025 at 5:00 PM

Assembly Chambers/Zoom Webinar



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We would like to acknowledge that the City and Borough of Juneau is on Tlingit land and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be in this place, a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. Gunalchéesh!

## C. ROLL CALL

**Members Present:** Chair Wade Bryson, Paul Kelly, Ella Adkison, Neil Steininger

**Other Assemblymembers Present:** Greg Smith, Christine Woll

**Members Absent:** none

**Liaisons Present:** Lacey Derr, Planning Commission liaison

**Liaisons Absent:** Jim Becker, Docks & Harbors Committee liaison; Paulette Schirmer, PRAC liaison

**Staff Present:** Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands and Resources Specialist; Alix Pierce, Tourism Manager; Robert Barr, Deputy City Manager; Beth McEwen, City Clerk

## D. APPROVAL OF AGENDA – Next meeting date updated to June, 2, 2025, approved

## E. APPROVAL OF MINUTES - 1. March 17, 2025 Draft LHED Minutes – approved as presented

## F. AGENDA TOPICS

### 2. Tlingit and Haida Grant for Floyd Dryden

Mr. Bleidorn and Mr. Barr discussed this topic. Ms. Adkinson asked about one of the funding sources in the memo, the deferred maintenance CIP, how much is currently in that? Mr. Barr replied that there is zero as of right now, but assuming the Assembly will approve the FY26 CIP, there will be \$2,100,000.

Ms. Derr wanted to let the Committee know that the Planning Commission had heard a conditional use permit on April 8th for an established childcare currently the Floyd Dryden building. They were placed there, due to the glacial outbursts that destroyed their facility and have been there since August 2024. When we were hearing this case, we did ask the CDD director and City attorney in regard to granting 2 conditional use permits for the same facility, and were told that in this case it would be okay, because it was through the leasing process that the entities could figure out those spaces. I came to find out that this established childcare in Floyd Dryden has been issued a 30 day vacate order, and they will be closing their doors on May 22. I just wanted to bring that to the Committee's attention, as I don't know if our intention is to close one childcare to allocate up to a million dollars to establish a future childcare, it just seems counterproductive. There's adequate space that both can be in, and they both have children. I just wanted to make sure that the Committee was aware that the Planning Commission had issued 2 conditional use permits, and the idea was that both would be allowed to exist in Floyd Dryden as there was space because UAS had backed out. Mr. Barr replied that yes, we have had a private childcare center in Floyd Dryden since the 2024 GLOF event. They're there on an emergency licensing basis. When the GLOF happened, we worked with that center, the State, and the declared emergency that we had to get licensing approval for them in that space. There is some questions, some doubt that that licensing will be able to continue past May without substantial work. I'll note that a conditional use permit is not a lease, there's a differentiation between those 2 terms. The Planning Commission did approve conditional use permits for both of those childcares, but it is the Assembly's decision to lease space. The current childcare center there with an emergency basis does not have a lease and has not had one since being placed there. We are working with them and with local nonprofits to help them find a new space. And, in fact, the Assembly has a childcare grant startup program that they would be eligible for. Any childcare startup that is seeking to become a licensed childcare center would also be eligible for that

grant. I think the Committee is probably aware of all the past process that has gone on with regard to trying to find tenants for the school space at Floyd Dryden that can cover the operating and maintenance costs of that space, I won't dwell on that point, but that would be another follow up note on this topic that I think is worth having within your whole consideration.

Ms. Adkinson asked if Tlingit and Haida wants specific parts of Floyd Dryden, is the current childcare space in an area that Tlingit and Haida would like. Mr. Barr replied that Tlingit and Haida has indicated interest in the whole building and in line with the Assembly's process, recommendations, and survey that you did, the amount of space that's being leased to them is the whole building minus the space necessary to rent out the gym. That and childcare were the 2 top uses that the Assembly indicated. The gym would remain available for community use, and childcare, and then there's a small section of the building that is going to be reserved for Facilities Maintenance to be able to continue to do work on that building. The rest of the building would be for Tlingit and Haida.

Mr. Kelly commented that he already had this conversation with Mr. Bleidorn, but wanted to get the response on the record. Usually, when renovations are done, it's usually the landlord that does the renovations, and then charges the lessee a higher rent based off of the improved property. What would the challenges be if the Assembly chose to take that route. I see that it is an option in the memo here, but what sort of challenges might there be with that route? Mr. Barr replied that if the Committee, and eventually the Assembly, would prefer to go down that path, that is certainly a choice you have. That is something that staff would work to negotiate with Tlingit and Haida, and those negotiations would either be successful or they would not be successful. I guess the risk there would come later, when we worked to negotiate what's before you is a grant request to cover those costs. Tlingit and Haida's words are in the memo, so you can see that there, I think a point that they would make is that childcare is a key Assembly and community priority, and thus the reason for the abnormal request, because you are correct that it is typical for improvements to be made and then baked into a lease cost. We certainly see that when we go into a space that someone is renting to us, and we want improvements, it is typical for those costs to be baked into a lease cost that we then pay overtime. That is still a choice that you have, you could do both, one, all of the grant, or some lease costs, so options are many.

Mr. Kelly asked if there would be issues with procurement, and if that would delay any of the changes that they required if we end up doing it ourselves. Mr. Barr replied that yes, as currently proposed, regardless of which funding mechanism you choose, they get into the lease with a combination of those, Tlingit and Haida is doing the tenant improvements, if the direction were for CBJ to do the project, that that would be quite challenging, and from a timeline perspective, and maybe not feasible.

Chair Bryson asked if we were to give a grant, as we see the benefit of having one entity operate this large childcare facility, are there any additional concessions for the City to bring the place up to snuff. Are they offering any other concessions in response to asking us for this grant. Mr. Bleidorn replied that he wouldn't say that there's any concessions as far as the negotiations to this point, but called attention to the fact that any renovations in the building would be owned by CBJ since we own the building.

Ms. Adkinson asked about the deferred maintenance CIP taking theoretically half of what will be in there, are there specific projects that the City had identified to work on with Floyd Dryden or is it going to be general maintenance, what would the effects of that be. Mr. Barr replied that we maintain a deferred maintenance CIP that lists when building systems are coming due for major maintenance or replacement. We would likely at some point need to come to you and say this is due, It's there's not enough money in the CIP, we can punt, we can kick the can, or maintain it in some lesser way.

Mr. Steininger asked if we were to bake the cost of these grant into their rental rate, right now it's \$2 a square foot, would that rental rate go up to if we had to put a million dollars in there. Mr. Bleidorn replied he didn't have that number off the top of his head, with the price increase per square foot, but it was equivalent to about \$16,000 a month if it was a 5 year term.

**Ms. Adkinson moved that they discuss and forward a recommendation for \$1,000,000 to the Assembly Finance Committee for inclusion in the FY26 budget process. Motin passed unanimously.**

3. Title 69 Legislation Amendments. This ordinance was introduced at the April 7, 2025 Assembly meeting. This ordinance provides updates to Title 69 regarding hosting platforms such as Turo, Airbnb, VRBO, or others within the City and Borough of Juneau. Mr. Barr discussed this topic. Chair Bryson asked if we are to discuss the amendments and pass them. Mr. Barr replied that the appropriate motion on these would be to forward them to the full Assembly, so that the Assembly can adopt these amendments at time of public hearing. Chair Bryson asked that we're not to adopt these amendments yet, we're going to pass all 3 of these amendments and forward to the Assembly. Mr. Barr replied that the appropriate motion is, or the Clerk can weigh in, but because the legislation has been introduced at the Assembly level, the Committee can't change it.

Ms. McEwen commented that could be the route to take if that's what the Committee chose. You could make the amendments here and move the amended ordinance to the Assembly with those amendments. It would be another version of the ordinance that would be put forward for public hearing. At the Assembly meeting, should they decide not to accept those amendments, they can make amendments on the floor at the meeting to remove those amendments from the ordinance at that time.

Mr. Kelly commented that normally we see amendments after something has been moved, do we need to move something at this Committee before we make amendments. Ms. McEwen replied that procedurally, the 1st thing you would do is make a motion to put the ordinance on the floor before the Committee, and then the Committee would then make amendments on the ordinance, or move all of the amendments to the Assembly with the ordinance as it currently stands as it was introduced.

Chair Bryson noted that there are 3 important amendments for the ordinance and not enough time left in the meeting to adequately discuss and vote on them. Does the Committee want to commit to the rest of this meeting to get these amendments sorted, or would it be better to move this whole package to the Assembly, so we don't redo the work.

**Ms. Adkison moved that the Committee adopt all 3 amendments and move an amended ordinance to the Assembly for consideration, and asked for unanimous consent.**

Mr. Kelly objected for the purposes of amending the second amendment, and moved to amend the requirement that vendors submit their reports in Excel or CSV, to state that reports will be submitted in a CSV format, CBJ staff may designate alternative optional formats and ask for unanimous consent. Motion is approved as amended.

Mr. Steininger objected to comment, that we are looking to change subsection C, where it's calling out Excel and CSV formats. Mr. Kelly replied that he was concerned that we would be basically putting the requirement to use proprietary software into our code and wanted to just give Staff the continued flexibility to receive things in whatever format works for them. Mr. Steininger replied back that CSV is not a proprietary format. Mr. Kelly replied that Excel is proprietary. Mr. Steininger's point is that any data set that we're getting from an entity is going to come in as listed here and that he's missing what other format might exist, but not going to belabor the point. Mr. Steininger removed his objection.

Mr. Steininger asked about the underlying ordinance, it seems to specifically call out short term residential rentals in terms of renting your house or an accessory unit on a platform like the VRBO or Airbnb. The overall definition of marketplace facilitators seems to include other types of entities like Turo, where you're renting out a car or something like that. Reading the requirement for permit numbers and some of the requirements related to those, the violations and fines, they seem specific towards just residential rentals. Is something missing here where there are penalties if you don't have a registration number for your Turo rental or something like that. Mr. Barr replied that we don't have a registration program for Turos or non-STR marketplace facilitators, that's why you don't see penalty clauses for those in that section 69.40.030, nevertheless, other non-STR operators are required to collect and remit sales tax, and should they fail to do so, we would pursue collections and other means.

4. **Privatizing Eaglecrest Operations.**

Chair Bryson discussed this topic, as it is something that he had requested from the CBJ law. His purpose was to show that it is legal for us to contract with a private entity to operate Eaglecrest. I got this information out without a named entity, because we could realistically do an RFP, as the ordinances show that it is legal for another entity to operate Eaglecrest. I raised this at this time because we're going to have a very difficult time finding the funding to bring Eaglecrest 100% up to snuff. A private sector business might be more effective than having the City try and bring Eaglecrest to its next chapter.

Ms. Adkison said she recognizes that this is just a Law Department memo, but also read that this is not a unilateral decision by the Assembly. Have you spoken to the Eaglecrest Board, has anyone gotten their take on it. Chair Bryson replied that there have been a bunch of conversations and anecdotal responses. One of the options, or outcomes of having this discussion is, we could forward this memo that would let them know that they have another option other than waiting for CBJ to hand over 5 million dollars, which is what their last request was. The only thing that this memo does is it lays the groundwork that if we think status quo is not working anymore, we could give this memo to the Board and let them start working on what another potential outcome might be.

Ms. Adkison commented that she see where Chair Bryson is coming from and it's always daunting to have a big capital investment necessary, but wanted to point out that a big reason that we, as the City, operate many things that can be private, such as our hospital or docks, is that they do serve a public purpose, and if people have to make money on something, the prices tend to go up for the consumers. I get that having an investment on the City's part of things is a challenge, but it can also be a challenge for our residents to afford things if we are not paying for it as a City. Chair Bryson replied that this is the number one concern that has been expressed when talking about privatizing Eaglecrest. Couple of points that have been brought up, if Eaglecrest only has to lease that business for a nominal fee, then they don't have a new business capital outlay. If their only capital investment is equipment repair, or bringing a new thing online like a gondola, then anecdotally everybody understands that the prices have to be kept in check for this to work for the community. I think people are moving forward with that mindset or that understanding. Nobody wants Eaglecrest to go private and then have \$150 lift tickets, that's not going to work, nobody would sign up to be part of that. This just gives us the ability that shows that this isn't the only way that we have to run Eaglecrest. I know that I'm only one of 9, but one of the things that we look at is big dollar figures. The ordinance that we just passed is going to put more money in the Juneau community, having it where we don't have to put out a million or 2 million a year, plus other large dollar figure, makes this worthwhile to have a conversation of could we do it cheaper. So up to the Committee, you guys could kill it here, or we could forward this to the Eaglecrest Board and let them have the same look at the same information, it's up to the Committee.

Mr. Kelly thought that rather than killing this here, he'd be interested in a more holistic discussion and what our options are, as this is one of them. He shared Ms. Atkinson's concerns with serving a public need and trying to keep this affordable. He felt a little bit worried that this is requiring a large capital investment, and was uncertain about the future of Eaglecrest, finding some sort of solution is an idea. He has his own ideas that might not necessarily include this and having some sort of discussion where we can all bring our ideas and put them on the table might be the better course of action. He might want to dig a little bit more into the memo, was wondering about CBJ charter, from reading the memo, it requires that the Eaglecrest Board operate Eaglecrest, and was wondering what that will look like, would they continue to be providing oversight if this did go private. He wants to discuss more options.

Mr. Steininger said he thinks it'll be good to send this memo to the Eaglecrest Board and hear that robust conversation, because there are aspects of management up on the mountain that they probably would be receptive to not having to deal with on a day to day basis, but figuring out where that remains a direct City responsibility and what ends up getting outsourced is a good conversation to have. As we do put in significant investment, whether it's financial or just the time that we're paying into discussing the gondola and summer operations, and what pieces become City responsibility, or something that we outsource and contract. It's a good discussion to hear from the Board and get a better idea of what they have some concerns over, if that just means that we have a ski resort that's pricing all the locals out of skiing, and I don't think that's the outcome that anyone here wants. We'll make sure that we guide this in a way that retains that community asset that drives people to live in Juneau because it is an accessible ski area that we have here right now.

Ms. Adkison hears that the Committee that members want to get input from the Eaglecrest Board but is hesitant to do that when there's still so many unanswered questions, and we haven't even talked about the PERS issue brought up in the memo. She wants to keep this in Committee and do a little more work on it, because sending it off to the Board when we're really not sure if this is a direction we want to go, or we have unanswered questions, seems a little premature.

**Ms. Adkison moved that this topic will be held in Committee for further discussion. Motion passed unanimously.**

**5. Request to Purchase CBJ Property located at 2nd Street and Franklin Street**

Mr. Bleidorn discussed this topic. Since the request from NorthWind Architects, the City has had interest from one other party, who has done two RFPs with the City, in 2014 and 2016. The Assembly has been considering the disposal of this lot for a number of years and developing this parking lot has been included in the Assembly Goals for 2025.

Mr. Kelly asked for clarification on what would happen if we did decide to forward negotiating with the original proposal to the full Assembly, how would it work if that other bid came, would we need to forward something new to the Assembly? Would this still work within that guise, or what would need to happen procedurally? Mr. Bleidorn replied that if they submitted a complete application that met the requirements for proposing to purchase City property it would be forwarded to this committee. It's a good situation for the Assembly to be in if we have 2 interested parties and it gives the Assembly opportunity to work with the better project that completes more of the Assembly goals. At this point, CBJ received an email from a potential party, but no information regarding what could be built or any type of plans, diagrams, or anything like that. If we do receive something more substantial, we can bring it back to LHED Committee and discuss both projects and then determine how to move forward at that point in time.

Chair Bryson thought that this property has been on the market since 2012. Have any of the proposers looked at this property before, has anybody tried to develop this with it being on the market since 2014? I had notes about an RFP in 2014, could you speak to that? Mr. Bleidorn replied that in 2014, we had an original proposer come forward with an idea, that was the 1st time the Assembly had considered the disposal. Prior to that it was managed by the Parks Department, and before that it was owned by JAMHI. The City did a land trade in the early 2000s to acquire this property. At the time there were 2 buildings on it that the City demolished and created the surface parking. In 2014, we did an RFP with a short time frame and ended up working with the original proposer. At that point it kind of stopped when the proposer didn't provide additional information. There were some financial constraints that were discussed. Same thing in 2016, CBJ had an original proposer. CBJ did an RFP process and worked with the original proposer and then some new information came to light in 2016, which led to the no parking district, this being included in that. There's been progress made at the Assembly level with each of these proposals that's moved the Assembly towards the direction of development.

**Mr. Steininger moved that the Lands, Housing, and Economic Development Committee forward this application to the full Assembly with a motion for direct negotiations with the original proposer as per 53.09.260 (a). Motion passed unanimously.**

**6. BLM Request for Information on Mayflower Island**

Mr. Bleidorn discussed this topic. Ms. Adkison noted this was put as an Assembly goal, but was curious if the BLM letter was unsolicited or if we reached out to them. Mr. Bleidorn replied that we have had conversations with BLM and DIA over the past few years. BLM sent that letter requesting that we move forward with a resolution. They want to have some acknowledgement of the City's plans because they have their own disposal process. If the City isn't going to acquire this from them, their plan is to do a competitive sale, which is similar to the City's, where they offer it to the public.

Mr. Steininger asked about the condition of the building, would we become responsible for any current building issues or conditions, or hazardous materials that might be on the site. What's the responsibility that the City would be taking on by taking it in our hands before transferring it. Mr. Bleidorn replied that there had been remediation of hazardous waste on the property completed by BLM prior to the discussion of disposing of it. I've been through the building, and I think it's in decent condition. If a resolution is passed, BLM will begin their process to evaluate the disposal. They've told me that it could take up to a couple of years, and during that timeframe between when the Assembly passes a resolution authorizing the acquisition of this property, and then the time when we're going to talk about producing a deed transfer, we're going to be working closely with them and DIA to make sure that the City liability is limited and to understand all the consequences, even if the City owns it for an hour between acquisition and disposal.

Ms. Woll said the last time I think we talked about this, there was interest in the City staying out of it, letting BLM negotiate directly with DIA. My understanding of what you just said is that's not an option, BLM either has to give it to the City or put it out for public bid. This is a way of getting it to DIA even though the City has to be involved, is that correct? Mr. Bleidorn confirmed. With his conversations with BLM, they have said that there is no opportunity within their parameters and code that would allow a disposal to anybody besides CBJ without following their normal procedure, which would be a sealed or some type of competitive bid through the public sector. They've told me numerous times that there's 2 options, either the City acquires it, and then we determine to do with it, or they go through that public process which would open it up to the public at fair market value.

**Mr. Kelly moved that the LHED Committee direct the CBJ attorney to draft a resolution accepting this property from BLM with the intention of disposing of it to DIA and forward it to the full Assembly for public hearing. Motion passed unanimously.**

**7. Liscio Douglas Highway Easement Request**

Mr. Bleidorn discussed this topic. Mr. Kelly asked if granting this easement what sort of effect would have on any future development, would that make it potentially easier or more difficult to develop any of the surrounding property. Mr. Bleidorn replied that it reminded him of a question earlier today about the Second Crossing going through the City property. Speaking with the Engineering department, they had mentioned that they didn't seem to think that this would have any negative consequences towards that, even though this is a potential route. This easement would likely make it more developable. But I want to acknowledge the fact that this is Parks land, and it's basically undevelopable, it's wetlands. Easements are permitted within the park properties, but development is restricted. There would be a number of hoops to jump through before CBJ considered developing this property. Any type of subdivision here would require that the City bring that easement, or right-of-way, up to City street standards. Given the fact that it's wetlands and Parks property and has a few other things that would prevent it from being developed, it's not super high on our list, but we're always thinking those types of questions whenever the City has an easement request, usually easements increase the access to the remaining City property which can be good for the CBJ.

Chair Bryson asked if this was going to be a rudimentary driveway, just an easement so the homeowners can get a driveway in there. Mr. Bleidorn replied that it was also his understanding and when we grant an access easement like this, if it's 30 feet wide, the applicants could do with it what they would as long as it stays within their easement.

**Ms. Adkison moved that the LHED Committee forward this application for an easement to the full Assembly with a motion of support. Motion passed unanimously.**

**8. Community Partner Scope Analysis**

This topic was kept in the LHED Committee as time ran out for discussion. Chair Bryson noted that this topic will be the first Agenda Topic item at the next meeting.

**G. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS**

- **Planning Commission Update**

Ms. Derr gave an update from the Planning Commission that they reviewed 2 cases and approved the preliminary development of 2 lots, one near Auke Bay, which has 30 lots, and then one out North Douglas for the 1<sup>st</sup> phase with 25 lots. We have some nice movement on potentially some more housing, and then the Title 49, I don't believe this Committee, but the Assembly heard the 1st rewrite, that was from March and working with Mr. Dumouchel has been great, and we look forward to the rest of the rewrite coming up toward you guys soon.

- **Docks and Harbors Board Update – no update**
- **Parks and Recreation Advisory Committee (PRAC) Update - no update**

**H. STANDING COMMITTEE TOPICS – no discussion**

**I. RED FOLDER - Marketplace Facilitator Ordinance Staff Requested marketplace facilitator penalty Amendment v1**

**J. NEXT MEETING DATE: June 2, 2025**

**K. ADJOURNMENT – 5:57pm**





## **MEMORANDUM**

**DATE:** May 1, 2025

**TO:** Assembly Lands, Housing and Economic Development Committee

**FROM:** Alexandra Pierce, Visitor Industry Director *Alex Pierce*

**SUBJECT:** Community Partner Scope Analysis

On March 17, 2025, the Lands, Housing, and Economic Development Committee discussed the need to evaluate the scope of CBJ's relationship with the community partner organizations that have a marketing and/or economic development function. The goal of this effort is to ensure consistency in CBJ's approach to funding partner organizations, avoid duplicative efforts, and minimize mission creep. Staff recommends that the Assembly appropriate \$10,000 to hire a consultant to review the scope of each organization and facilitate one or more strategy sessions aimed at ensuring that all community partners are using CBJ funds to fulfill their mission as defined by the Assembly. The consultant will produce a brief report on the goals and core functions of each organization. Staff recommends inviting community organizations that do not receive CBJ funds to participate in the analysis. At this critical time in Juneau's economy, it's important that the entities trusted with promoting and growing the community are all working toward the same set of goals with a defined set of projects and priorities tailored to their areas of expertise. The outcome for CBJ funded organizations – JEDC, Travel Juneau, and DBA – would be a funding MOA tailored to achieving the goals and priorities established in the consultant's report and would include metrics for success and a reporting structure that establishes a feedback loop between the organization and the Assembly LHED committee. Other organizations invited to participate – Juneau Chamber of Commerce and University of Alaska Southeast – would be encouraged to periodically review community-facing projects to ensure they align with the scope established by the consultant.

This work would take place in 2025 and would not be ready for the FY26 budget cycle. However, the Assembly is tasked with making funding decisions for the coming fiscal year. To help inform FY26 decision making, the summary below describes CBJ's current contractual relationship with each organization and the organization's priorities as defined therein.

### **Travel Juneau**

Travel Juneau has the most comprehensive MOA and reporting structure of the three organizations. Travel Juneau also receives the most funding of the three with \$1,267,900 in Hotel Bed Tax in FY25. They also receive Marine Passenger Fees for visitor services (\$171,000 in FY25) and crossing guards (\$358,800

in FY25). Travel Juneau’s MOA includes metrics and Travel Juneau provides quarterly updates to the LHED committee. Travel Juneau’s duties include:

1. Develop and deliver destination marketing for CBJ, focusing on fully independent travelers (FITs), groups and meeting planners. Campaigns will include in-state, domestic, and international travelers and will include digital, limited print, social, and video platforms. Destination marketing will incorporate appropriate Tlingit visual and language elements and will support cultural tourism;
2. In marketing Juneau as a meetings and convention destination, provide planner services including, but not limited to, full bids, hotel room bids and rates, catering bids and rates, service referrals, familiarization tours to qualified planners, and event promotion;
3. Market and sell Centennial Hall Convention Center to meeting planners; collaborate with facility staff to help ensure ease of booking and delivery of events and services;
4. Develop and deliver a comprehensive array of accurate visitor information via destination website, mobile application, phone, face-to-face, and online inquiry;
5. Provide additional marketing and promotional opportunities to local visitor industry businesses;
6. Engage with the Alaska Travel Industry Association to ensure Juneau is represented in their ongoing national and international marketing programs;
7. Work with a variety of local organizations to encourage entrepreneurship and small business development in the visitor industry;
8. Maintain working relationships with visitor industry transportation providers to maintain and improve access to Juneau and Southeast;
9. Collaborate with state and regional tourism-related groups, committees, and commissions;
10. Staff visitor information centers during the regular tour season; and
11. Provide crossing guard services during the regular tour season.

Travel Juneau’s reporting mechanisms include a list of metrics ranging from room nights to website statistics. Quarterly reporting to the LHED Committee is not spelled out in the MOA but has happened at the request of the committee for the past several years.

### **Juneau Economic Development Council**

JEDC’s MOA is extremely broad, and funds are loosely directed to four categories. JEDC received \$440,000 in FY25 to perform the following functions:

1. Help make Juneau a great capital city;
2. Strengthen key regional industries;
3. Develop talent;
4. Promote entrepreneurship and small businesses; and
5. Deliver economic development services.

The funding memo also directs JEDC to “pursue long-term goals, invest in developing and retaining talented staff, and be ready when needed to support the community to respond to crisis and opportunities”.

JEDC is required to submit an activity report within 90 days after the end of the grant year with the following information:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the progress of the Scope of Program.

JEDC also receives Marine Passenger Fees for one-off projects. In FY25, they received \$110,000 to fund a mobile data purchase.

### **Downtown Business Association**

In FY25, DBA received \$40,000 in CBJ funding for the Main Street America Program, to “strategically implement the work of volunteer committees that work within the Main Street approach of Design, Promotion, Economic Vitality, and Membership.” including:

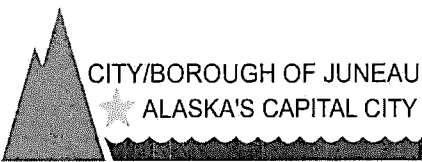
1. Promote downtown as a family-friendly destination through activities and programs such as Gallery Walk, monthly First Friday events, and Brunch Punch Card promotion;
2. Foster an attractive, safe, and clean environment to attract people downtown, through activities and programs such as partnering with the Visitor Industry Cluster Working Group, implementing a Downtown Ambient Lighting Plan, and coordination the annual Downtown Clean Up;
3. Strengthen and add capacity to DBA membership by promoting, fostering, and encouraging downtown business, and acting as an advocate on issues that face downtown businesses.
4. Develop and grow Light Up Juneau campaign to enhance atmosphere and safety, promote activities to attract people to downtown during the winter, and support family-friendly activities.

In FY25, DBA also received \$90,000 in Marine Passenger Fees for the Downtown Ambassador Program. This program hires staff to patrol downtown to provide visitor information.

### **Recommendation:**

All three CBJ-funded community development organizations abide by their agreements with the City, and those agreements vary wildly in scope, detail, and level of reporting. In order to provide better direction and ensure Assembly satisfaction with the work products that CBJ funds, I recommend that the LHED Committee direct staff to develop a cost estimate and bring an appropriating ordinance for \$10,000 to the full Assembly to launch the community organization scoping project.

# MEMORANDUM OF AGREEMENT



This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Downtown Business Association, a nonprofit corporation (Entity No. 10108003) organized under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, and holding Alaska Business License No. 30453. CBJ will provide the DBA with one-time funding of ninety thousand dollars (\$90,000) from Marine Passenger Fees for the Downtown Ambassadors Program and one-time funding of forty thousand dollars (\$40,000) from General Funds to help maintain Juneau’s Main Street America Program accreditation, for a total grant amount of one hundred thirty thousand dollars (\$130,000). The grant is intended to be expended in the period from July 1, 2024 through June 30, 2025.

## Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024, for two areas of activity, the Downtown Ambassador Program and maintaining Juneau’s Main Street America accreditation.

## Downtown Ambassador Program

The DBA will use the funds to provide a Downtown Ambassador Program. The program will provide uniformed information/security staff to circulate by foot in the downtown area during the months of July, August, and September of 2024 and May and June of 2025 to assist cruise ship passengers in accessing Juneau’s downtown business core during the summer months, by providing excellent hospitality, including a security presence, kindly directions, recommendations, and general assistance. Staff will assist visitors with information and directions and notify the Juneau Police Department of any public safety issues.

## Maintaining Juneau’s Main Street America Accreditation

Funds will be used to assist in DBA’s efforts to maintain Juneau’s accreditation as a Main Street America city, and support dedicated staff time to strategically implement the work of volunteer committees that work within the Main Street approach of Design, Promotion, Economic Vitality, and Membership.

DBA will pursue the following goals with CBJ funding during the grant period:

1. Promote downtown as a family-friendly destination through activities and programs such as Gallery Walk, monthly First Friday events, and Brunch Punch Card Promotion;
2. Foster an attractive, safe, and clean environment to attract people downtown, through activities and programs such as partnering with the Visitor Industry Cluster Working Group, implementing a Downtown Ambient Lighting Plan, and coordinating the Annual Downtown Clean Up;

- 3. Strengthen and add capacity to DBA membership by promoting, fostering and encouraging downtown business, and acting as an advocate on issues that face downtown businesses.
- 4. Develop and grow Light Up Juneau campaign to enhance atmosphere and safety, promote activities to attract people downtown during the winter, and support family-friendly initiatives.

**Grantor/Grantee Communications & Contacts**

The following addresses will be used for all written communications:

<u>City &amp; Borough of Juneau</u>	<u>Downtown Business Association</u>
Stevie Gawryluk, Budget Analyst, CBJ Grants	Venietia Bingham, President
155 Heritage Way	175 South Franklin Street
Juneau, Alaska 99801	Juneau, Alaska 99801
(907) 586-5215, ext. 4070	(907) 523-2324
grants@juneau.gov	downtownjuneau@gmail.com

**Grant Award Fund Distribution**

- 1. CBJ will provide one hundred thirty thousand dollars (\$130,000) in grant funding to DBA to be used for actual program costs towards the scope of this agreement, allocated as follows:
  - a. Downtown Ambassador Program – Marine Passenger Fees – ninety thousand dollars (\$90,000). DBA will be allowed to allocate fifteen *per cent* (15%) of these grant funds for administrative overhead costs incurred in program delivery.
  - b. Maintaining Juneau’s Main Street America Program Accreditation – General Funds – forty thousand dollars (\$40,000).
- 2. Payment Schedule:
  - a. Downtown Ambassador Program – CBJ will advance DBA 60% of total grant funding of fifty-four thousand dollars (\$54,000) upon signing of this agreement. The remaining forty *per cent* (40%) of the funding of thirty-six thousand dollars (\$36,000) will be paid upon written request no more than thirty (30) days prior to the beginning of the 2025 tourism season on May 1, 2025.
  - b. Maintaining Juneau’s Main Street America Program Accreditation – CBJ will advance DBA the entire forty thousand dollars (\$40,000) upon signature of this agreement.

DBA agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this Agreement within 90 days after the end of the grant period, June 30, 2025.

**Grant Fund Management and Controls**

CBJ is contributing these funds for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, DBA agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

### **Activity Reports**

Within 90 days after the end of the grant year, June 30, 2025, DBA will provide CBJ with the following reports:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the targeted community benefit.
- A plan for the continuation (without Assembly support) or expiration of these services, given the Assembly's intent for these funds to be one-time.

### **Compliance with Laws & Regulations**

DBA shall, at DBA's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. DBA warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and CBJ, and shall maintain such compliance during the effective term of this MOA.

### **Conflict of Interest**

DBA warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. DBA also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If DBA learns of any such conflict of interest, DBA shall without delay inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

### **Equal Employment Opportunity**

As a condition of receiving funds under this MOA, DBA will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy or parenthood. DBA shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

### **Indemnification**

DBA agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to DBA's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of DBA arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify DBA in a timely manner of the need for indemnification, but such notice is not a condition precedent to DBA's obligations and is waived where DBA has actual notice.

### **Prohibition on Lobbying**

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

Public Records

DBA acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is DBA’s sole responsibility to clearly identify any documents DBA believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked “Confidential” by DBA, CBJ will notify DBA as soon as practicable prior to making any disclosure. DBA acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as DBA deems necessary in order to protect its interests. Should DBA fail to notify CBJ of its objection or to file suit, DBA shall hold CBJ harmless for any damages incurred by DBA as a result of CBJ disclosing any of DBA’s documents in CBJ’s possession. Additionally, DBA may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

DBA will comply with applicable federal, state and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. DBA shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to DBA’s performance pursuant to this grant.

Term of Grant

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.

Venietia "V" Bingham  
Venietia "V" Bingham (Aug 21, 2024 10:45 AKDT)

Venietia Bingham, President  
Downtown Business Association

[Signature]  
Type text here

for Mary Katherine Koester, City Manager  
City & Borough of Juneau, Alaska

08/21/2024  
Date

08/23/2024  
Date




# FY25 DBA MOA\_8.14.2024

Final Audit Report

2024-08-21

Created:	2024-08-14
By:	Cagney Ramirez (cramirez@jedc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOj0-1wOp-f3w5PT-HyNv9X8Wrurfbqsk

## "FY25 DBA MOA\_8.14.2024" History

-  Document created by Cagney Ramirez (cramirez@jedc.org)  
2024-08-14 - 7:22:08 PM GMT
-  Document emailed to Venietia "V" Bingham (owner@vscellardoor.com) for signature  
2024-08-14 - 7:22:13 PM GMT
-  Email viewed by Venietia "V" Bingham (owner@vscellardoor.com)  
2024-08-21 - 5:12:56 PM GMT
-  Document e-signed by Venietia "V" Bingham (owner@vscellardoor.com)  
Signature Date: 2024-08-21 - 6:45:43 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-21 - 6:45:43 PM GMT





# MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Economic Development Council (“JEDC”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska) and licensed to do business in the State of Alaska. CBJ will provide JEDC with four hundred forty thousand dollars (\$440,000) in grant funding to support the economic health and vibrancy of the community of Juneau. The grant award covers the period July 1, 2024 through June 30, 2025.

## Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. JEDC will use CBJ operating grant funds to support new local jobs and increase economic activity in Juneau, including but not limited to the JEDC’s Board of Directors five areas of focus:

- 1) Help make Juneau a great capital city;
- 2) Strengthen key regional industries;
- 3) Develop talent;
- 4) Promote entrepreneurship and small businesses; and
- 5) Deliver economic development services.

This grant funding promotes stability, maintains basic organizational infrastructure, and helps JEDC pursue long-term goals, invest in developing and retaining talented staff, and be ready when needed to support the community to respond to crisis and opportunities.

CBJ grant funding can only be used for the program functions noted above. Any changes in the program scope will require prior approval by CBJ.

## Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

City & Borough of Juneau

Stevie Gawryluk, Budget Analyst, CBJ Grants  
155 Heritage Way  
Juneau, Alaska 99801  
(907) 586-5215, ext. 4070  
grants@juneau.gov

Juneau Economic Development Council, Inc.

Brian Holst, Executive Director  
612 West Willoughby Avenue, Suite A  
Juneau, Alaska 99801  
(907) 523-2333  
bholst@jedc.org

## Grant Award Fund Distribution

CBJ will provide the grant funds for the program costs incurred during the period of July 1, 2024 through June 30, 2025. CBJ will advance JEDC one-fourth (1/4) of the total grant amount each quarter, one hundred ten thousand dollars (\$110,000) until the full amount of four hundred forty thousand dollars (\$440,000) has been disbursed. The first of these payments will be advanced upon signing of this MOA or July 1, 2024, whichever is later.

JEDC agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this MOA within 30 days after the end of the grant period, June 30, 2025.

### **Grant Fund Management & Controls**

CBJ is contributing these funds to JEDC for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these community purpose funds. In providing this control, JEDC agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

### **Activity Reports**

Within 90 days after the end of the grant year, June 30, 2025, JEDC will provide CBJ with the following reports:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the progress of the Scope of Program.

### **Compliance with Laws & Regulations**

JEDC shall comply, at JEDC's sole cost and expense, with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. JEDC warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and CBJ, and shall maintain such compliance during the effective term of this MOA.

### **Conflict of Interest**

JEDC warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. JEDC also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If JEDC learns of any such conflict of interest, JEDC shall, without delay, inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

### **Equal Employment Opportunity**

As a condition of receiving funds under this MOA, JEDC will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy, or parenthood. JEDC shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

### **Indemnification**

JEDC agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to JEDC's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of JEDC arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify JEDC in a timely manner of the need for indemnification, but such notice is not a condition precedent to JEDC's obligations and is waived where JEDC has actual notice.

No Lobbying

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

Public Records

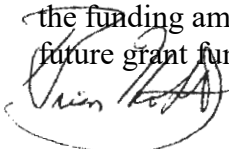
JEDC acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is JEDC’s sole responsibility to clearly identify any documents JEDC believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked “Confidential” by JEDC, CBJ will notify JEDC as soon as practicable prior to making any disclosure. JEDC acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as JEDC deems necessary in order to protect its interests. Should JEDC fail to notify CBJ of its objection or to file suit, JEDC shall hold CBJ harmless for any damages incurred by JEDC as a result of CBJ disclosing any of JEDC’s documents in CBJ’s possession. Additionally, JEDC may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

Safety

JEDC will comply with applicable federal, state, and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. JEDC shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to JEDC’s performance pursuant to this grant.

Term of Grant

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.



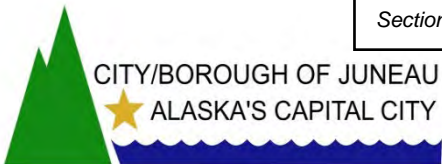
Brian Holst, Executive Director  
Juneau Economic Development Council, Inc.

August 2, 2024  
Date

08/02/2024

for Mary Katherine, Koester, City Manager  
City & Borough of Juneau, Alaska

Date



# MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Economic Development Council (“JEDC”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska) and licensed to do business in the State of Alaska. CBJ will provide the JEDC a one-time grant of one hundred thousand dollars (\$100,000) in Marine Passenger Fee receipts for the purchase of mobility data. The grant award covers the period July 1, 2024 through June 30, 2025.

## Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. JEDC will use CBJ one-time grant funds for the purchase of mobility data to enhance research of the tourism sector of the Juneau economy, providing insights to the public and private sector to optimize the tourism economy for Juneau and Southeast Alaska. Data that is collected will be shared with the CBJ and CBJ-approved community organizations. The one hundred thousand dollars (\$100,000) grant will be spent on the following categories:

- Raw mobility data purchase
- Mobility data cleaning
- GIS mapping
- Data dashboard creation and management.

CBJ grant funding can only be used for the program functions noted above.

## Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

City & Borough of Juneau

Stevie Gawryluk, Budget Analyst, CBJ Grants  
155 Heritage Way  
Juneau, Alaska 99801  
(907) 586-5215, ext. 4070  
grants@juneau.gov

Juneau Economic Development Council, Inc.

Brian Holst, Executive Director  
612 West Willoughby Avenue, Suite A  
Juneau, Alaska 99801  
(907) 523-2333  
bholst@jedc.org

## Grant Award Fund Distribution

CBJ will advance JEDC the full amount of the grant, one hundred thousand dollars (\$100,000), on July 1, 2024 or upon the signing of the Agreement, whichever is later.

JEDC agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this MOA within 30 days after the end of the grant period, June 30, 2025.

## Grant Fund Management & Controls

CBJ is contributing these funds to JEDC for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these community purpose funds. In providing this control, JEDC agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

**Activity Reports**

Within 90 days after the end of the grant year, June 30, 2025, JEDC will provide CBJ with the following report:

- An accounting of the disbursement or obligation funded with the CBJ grant, including a detailed accounting of expenses incurred in each of the four categories outlined under the Scope of Program section above.

**Compliance with Laws & Regulations**

JEDC shall comply, at JEDC’s sole cost and expense, with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. JEDC warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and CBJ, and shall maintain such compliance during the effective term of this MOA.

**Conflict of Interest**

JEDC warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. JEDC also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If JEDC learns of any such conflict of interest, JEDC shall, without delay, inform the CBJ Municipal Attorney and CBJ’s representative for this MOA.

**Equal Employment Opportunity**

As a condition of receiving funds under this MOA, JEDC will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy, or parenthood. JEDC shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

**Indemnification**

JEDC agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to JEDC’s performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of JEDC arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify JEDC in a timely manner of the need for indemnification, but such notice is not a condition precedent to JEDC’s obligations and is waived where JEDC has actual notice.

**No Lobbying**

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

**Public Records**

JEDC acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon

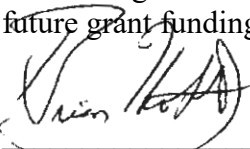
request, unless an exception applies. It is JEDC’s sole responsibility to clearly identify any documents JEDC believes are exempt from disclosure under the Public Records Act by clearly marking such documents “Confidential.” Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked “Confidential” by JEDC, CBJ will notify JEDC as soon as practicable prior to making any disclosure. JEDC acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as JEDC deems necessary in order to protect its interests. Should JEDC fail to notify CBJ of its objection or to file suit, JEDC shall hold CBJ harmless for any damages incurred by JEDC as a result of CBJ disclosing any of JEDC’s documents in CBJ’s possession. Additionally, JEDC may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

**Safety**

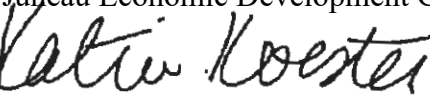
JEDC will comply with applicable federal, state, and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. JEDC shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to JEDC’s performance pursuant to this grant.

**Term of Grant**

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.

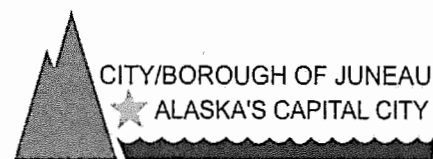
  
\_\_\_\_\_  
Brian Holst, Executive Director  
Juneau Economic Development Council, Inc.

August 12, 2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Katherine, Koester, City Manager  
City & Borough of Juneau, Alaska

08/13/2024  
\_\_\_\_\_  
Date

# MEMORANDUM OF AGREEMENT



This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Convention & Visitors Bureau (doing business as and hereafter referred to as “Travel Juneau”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska), and licensed to do business in the State of Alaska. CBJ will provide Travel Juneau with grant funding from Hotel Bed Tax and Marine Passenger Fees as partial funding for ongoing destination marketing, visitor services, and crossing guards during the period from July 1, 2024 through June 30, 2025.

## Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. Travel Juneau is a private nonprofit corporation with a mission to market Juneau to conventions, groups, and independent travelers. Travel Juneau shall perform all Scope of Program obligations in accordance with the terms and conditions of this agreement, including any specific grant program requirements and directives from CBJ and applicable law.

## Section 1. TRAVEL JUNEAU DUTIES

Travel Juneau shall provide the following services for Juneau:

- 1) Develop and deliver destination marketing for CBJ, focusing on fully independent travelers (FITs), groups, and meeting planners. Campaigns will include in-state, domestic, and international travelers and will include digital, limited print, social, and video platforms. Destination marketing will incorporate appropriate Tlingit visual and language elements and will support cultural tourism;
- 2) In marketing Juneau as a meetings and convention destination, provide planner services including, but not limited to, full bids, hotel room bids and rates, catering bids and rates, service referrals, familiarization tours to qualified planners, and event promotion;
- 3) Market and sell Centennial Hall Convention Center to meeting planners; collaborate with facility staff to help ensure ease of booking and delivery of events and services;
- 4) Develop and deliver a comprehensive array of accurate visitor information via destination website, mobile application, phone, face-to-face, and online inquiry;
- 5) Provide additional marketing and promotional opportunities to local visitor industry businesses;
- 6) Engage with the Alaska Travel Industry Association to ensure Juneau is represented in their ongoing national and international marketing programs;
- 7) Work with a variety of local organizations to encourage entrepreneurship and small business development in the visitor industry;

- 8) Maintain working relationships with visitor industry transportation providers to maintain and improve access to Juneau and Southeast;
- 9) Collaborate with state and regional tourism-related groups, committees, and commissions;
- 10) Staff visitor information centers during the regular tour season; and
- 11) Provide crossing guard services during the regular tour season.

## Section 2. PERFORMANCE METRICS

Travel Juneau will set goals toward and track/report the following metrics/analytics.

- A) Number of YTD of the following persons visiting Juneau:
  - i. Meeting planners participating in Travel Juneau-sponsored FAMs;
  - ii. Number of organizations who have sent one or more persons to scout and assess Juneau's suitability as a destination for their events or conventions;
  - iii. Tour and cruise operators participating in Travel Juneau-sponsored FAMs;
  - iv. Number of travel writers meeting with Travel Juneau staff while on visits to Juneau or participating in Travel Juneau-sponsored FAMs; and
  - v. Monthly hotel/overnight accommodation occupancy.
- B) Number YTD of trade shows attended by Travel Juneau's staff and number of resulting leads as follows:
  - i. International trade shows and number of resulting DM leads;
  - ii. Travel agent and tour operator appointments held; and
  - iii. Domestic trade shows and number of resulting leads for DM and CS.
- C) Travel Juneau's website statistics:
  - i. YTD unique users to traveljuneau.com;
  - ii. YTD average length of time on site; and
  - iii. YTD number of requests for Juneau visitor information.
- D) YTD social media engagement across all platforms (e.g., Facebook, Instagram, Twitter, YouTube, TikTok).
- E) YTD media reach and Advertising Equivalency (earned media);
- F) Confirmed bookings and estimated economic impact (EEI) for all meetings, conventions, conferences, and similar events secured through Travel Juneau marketing efforts for FY23 and each of the next three fiscal years; and
- G) All pending and confirmed Travel Juneau-secured business in the pipeline and the total pending and confirmed EEI.



Section 3. FUNDING

A. CBJ will provide up to one million, seven hundred ninety-seven thousand, seven hundred dollars (\$1,797,700) in grant funding to Travel Juneau. The grant funding is to be used for actual program costs towards the scope of this agreement, allocated as follows:

- i. Destination Marketing – Hotel Bed Tax  
one million, two hundred sixty-seven thousand, nine hundred dollars (\$1,267,900)
- ii. Visitor Services – Marine Passenger Fees  
one hundred seventy-one thousand dollars (\$171,000)
- iii. Crossing Guards – Marine Passenger Fees  
three hundred fifty-eight thousand, eight hundred dollars (\$358,800) – a portion of these funds may be reserved for CBJ-funded crossing guards if the need arises.

B. Payment Schedule: Travel Juneau will be paid in four (4) equal quarterly payments for each quarter of the fiscal year. Travel Juneau shall submit a request for payment with its quarterly activity report as provided under this MOA.

C. Travel Juneau agrees to refund all CBJ advanced grant funds not utilized for the scope of work and may request to defer unspent funding to support the next fiscal year’s budget.

D. Travel Juneau may earn additional income or receive outside grant funding to augment the three CBJ grants. Travel Juneau financials shall reflect all revenue sources.

**Grantor/Grantee Communications & Contacts**

The following addresses will be used for all written communications:

<u>City &amp; Borough of Juneau</u>	<u>Juneau Convention &amp; Visitors Bureau</u>
Stevie Gawryluk, Budget Analyst, CBJ Grants	Liz Perry, President & CEO
155 Heritage Way	800 Glacier Highway, Suite 201
Juneau, Alaska 99801	Juneau, Alaska 99801
(907) 586-5215, ext. 4070	(907) 586-1761
grants@juneau.gov	liz.perry@traveljuneau.com

**Grant Fund Management & Controls**

CBJ is contributing these funds to increase the visibility and desirability of Juneau as a visitor destination, to make Juneau more likely to be chosen as a venue for conventions and other meetings, and to improve the quality of visitors’ experiences in coming to Juneau. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, Travel Juneau agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

**Compliance with Laws & Regulations**

Travel Juneau shall, at Travel Juneau’s sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Travel Juneau warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and CBJ, and shall maintain such compliance during the effective term of this MOA.

### **Conflict of Interest**

Travel Juneau warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. Travel Juneau also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If Travel Juneau learns of any such conflict of interest, Travel Juneau shall, without delay, inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

### **Equal Employment Opportunity**

As a condition of receiving funds under this MOA, Travel Juneau will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy or parenthood. Travel Juneau shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

### **Indemnification**

Travel Juneau agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to Travel Juneau's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of Travel Juneau arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Travel Juneau in a timely manner of the need for indemnification, but such notice is not a condition precedent to Travel Juneau's obligations and is waived where Travel Juneau has actual notice.

### **Public Records**

Travel Juneau's acknowledges and understands that CBJ is subject CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is Travel Juneau's sole responsibility to clearly identify any documents Travel Juneau believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by Travel Juneau, CBJ will notify Travel Juneau as soon as practicable prior to making any disclosure. Travel Juneau acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as Travel Juneau deems necessary in order to protect its interests. Should Travel Juneau fail to notify CBJ of its objection or to file suit, Travel Juneau shall hold the CBJ harmless for any damages incurred by Travel Juneau as a result of the CBJ disclosing any of Travel Juneau's documents in CBJ's possession. Additionally, Travel Juneau may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

### **Safety**

Travel Juneau will comply with applicable federal, state and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without

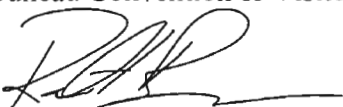
limitation applicable occupational health and safety laws. Travel Juneau shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action or other employee or union claims, as well as general liability and personal liability, related in any way to Travel Juneau’s performance pursuant to this grant.

**Term of Grants**

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and terms stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.

  
\_\_\_\_\_  
Liz Perry, President & CEO  
Juneau Convention & Visitors Bureau (“Travel Juneau”)

6-25-24  
Date

for   
\_\_\_\_\_  
Mary Katherine Koester, City Manager  
City & Borough of Juneau, Alaska

06/25/2024  
Date



(907) 586-0715  
CDD\_Admin@juneau.gov  
www.juneau.org/community-development  
155 Heritage Way • Juneau, AK 99801

**MEMORANDUM**

**DATE:** April 14, 2025  
**TO:** Wade Bryson, Chair, Lands, Housing, and Economic Development Committee  
**FROM:** Joseph Meyers, AICP, Senior Planner, Housing & Land Use Specialist  
**SUBJECT:** Juneau Affordable Housing Fund Annual Update

**Background**

In 2010 the City & Borough of Juneau created the Juneau Affordable Housing Fund (JAHF) to provide gap funding to developers that build housing that is affordable to low- and middle-income residents of Juneau. Establishment of the fund allowed the City & Borough of Juneau to diversify its programming to support housing development and some limited home-ownership opportunities.

The following is an update on the fund, a summary of all approved projects, and the latest projects approved through the Round 4 competitive round.

**Juneau Affordable Housing Fund**

**Overview**

All projects approved for funding through the Juneau Affordable Housing Fund (JAHF) are listed on the [Juneau Affordable Housing Fund Dashboard](#). A requirement of the JAHF is that funding recipients provide an annual update to staff on project status by March 31, of the year after receipt of funding.

Notices were sent to funding recipients on January 14, 2025, requesting submittal of project updates.

A full list of funding recipients is available in Attachment A of your packet. The full progress update memos are in Attachment B of your packet. Below are the submitted project summaries.

- **Ridgeview** – Ridgeview completed 24 units of housing in October 2024. According to the developer, “The favorable terms of the loan (a) helped us to secure financing with FNBA since we had a lower LTV than usual and (b) saved debt service costs”. However, they indicate that, “due to the misinformation in the community, we would not pursue this loan again and have indefinitely delayed any further progress on future buildings”.
- **THRHA** – Kowee Phase 1, (aka Séet Kanax Dutéen subdivision). This project is seeking to develop ten, 2–4-bedroom homes for purchase which will serve Native Alaskan families who make 80% or less of median family income. They have completed their Environmental

Review and are in the process of early engineering and a traffic impact analysis (TIA) for the site. A subdivision application (SMP2024 0001) is scheduled for a public hearing at the planning commission on April 22, 2025.

- **Gastineau Lodge Apartments** – This project was awarded \$700,000 by the Assembly for construction of Gastineau Lodge Apartments, a six-story, 72-unit apartment building on Gastineau Avenue. \$242,000 in invoices have been paid to the developer to date. The project received a conditional use permit (USE2023 0008) in December 2023 from the Planning Commission. This permit has several conditions. One requirement, “Prior to issuance of a Building Permit, an agreement shall be reached with Capital City Fire and Rescue (CCFR) to satisfy emergency response requirements”. As of the deadline for reporting (March 31, 2025), the awardee has yet to submit their mandatory annual compliance report and has not met the conditions of their conditional use permit.
- **AWARE** –This project was completed and began serving the community in September of 2023 with seven new units of affordable housing for survivors of domestic violence. The applicant has fulfilled the requirements of the grant program, and no future reporting is required unless the applicant applies for and is awarded an additional round of grant funding in the future.
- **Juneau Housing First Collaborative dba The Glory Hall** –
  - 247 S. Franklin (formerly the Glory Hall): The applicant has expended all CBJ funding. A Certificate of Occupancy was issued in June 2024 with occupancy occurring shortly after for seven permanently affordable units.
  - Forget-Me-Not Manor Phase 3: The applicant has expended nearly all granted CBJ dollars and anticipate project completion in May 2025. According to the developer, “CBJ funding made our project possible. There would not be any way we could have raised over 4.5 million in additional funding without the CBJ dollars being granted to us first. The funding was critical!”
- **St. Vincent de Paul** – Funding from the JAHF helped SVdP to complete life safety improvements on its Teal Street facilities. These upgrades include replacement of fire escapes and fire suppression systems. This funding had a direct impact on ensuring the sustainability of 55- housing units for at-risk, low-income, members of the community. This project has been completed. The applicant has fulfilled the requirements of the grant program, and no future reporting is required unless the applicant applies for and is awarded an additional round of grant funding.
- **Chilkat Vistas, LLC** – three, 16-unit apartment buildings with a total of 48 units. According to the applicant, “two out of three buildings are up and dried in with interior work at various stages of completion. Foundation work has begun for the final building.” When asked about the benefits of JAHF funding the applicant said the following, “JAHF funding has reduced our financing costs and given us flexibility in our procurement strategy. Without this program it would not make business sense to develop a rental project at this time.” For the full report, please review attachments following this memo.

Awarded projects from the Round 4:

- **220 Front Street** – \$1.1 million – BroKo Holdings, LLC, for renovation of the historic Gross Theater building at 220 Front Street into 22 apartments (20 of which will be affordable for households making 80% AMI or below). Applicant recently secured ownership of the building on April 1<sup>st</sup> and is working with staff on finalizing a contract.
- **Creekside Apartments** – \$3 million – Tower Legacy II, LLC for construction of 60 units, with 21 units held affordable. Applicant is working with staff on finalizing a contract.

Recommendations

1. Continue to aggressively use the [Affordable Housing Fund](#) to provide gap financing to projects. As of today, there are 377 projected units in various stages of development with 189 of these units being available at 80% area median income (AMI). *See Attachment B for HUD income breakouts for the most recent year.*
2. Keep all projects within an established process in order to provide a sustainable and predictable process for all applicants and to ensure a transparent and efficient program.
3. Review the JAHF program guidelines annually to ensure that it is actively meeting community and Assembly goals. The JAHF priorities are use of capital to provide gap financing, downtown housing, and long-term affordability.

Attachments	Item description
Attachment A	Annual Recipient Progress Reports
Attachment B	2025 HUD Incomes and Rents

1. **Project Name:** Juneau Housing First Collaborative Phase 3
2. **Summary of your project:** Project adds 28 apartments to the existing 64 apartments at FMNM. All units are set aside for adults experiencing chronic homelessness, poverty, and trauma impacts.
3. **Progress Update:** Project is going great. The building is all sided and interior work is ongoing now. On time completion anticipated. (May 2025)
4. **Budget Status:** All CBJ funds are very close to spent.
5. **How funding from the JAHF has benefitted your project:** CBJ funding made our project possible. There would not be anyway we could have raised over 4.5 million in additional funding without the CBJ dollars being granted to us first. The funding was critical!
6. **Program Feedback:**

**Séet Kanax Dutéen (Kowee Phase 1)****Scope of Project:**

The project is a response to the immediate need for more housing units in the Juneau community for young families. The housing to be constructed will be ten (10) two (2) to four (4) bedroom homes constructed within three (3) years of the grant award (5/25/2023). The target population for these homes is Juneau residents earning less than eighty per cent (80%) of Median Family Income. Some of the funding sources for this project restrict housing to Native Americans. This proposed project is only the first phase of the planned subdivision, and it is THRHA's intention for this subdivision ultimately to serve a mixed-income population.

**Progress Update:**

- Tree cutting will commence on March 1, 2025, but will pause on April 15, 2025, due to migratory bird regulations, and will resume after July 15, 2025.
- We have received quotes for the compensatory mitigation of wetlands required by the Army Corp of Engineering. These quotes are as high as \$425,000. We are waiting for final paperwork from the approved wetlands mitigation bank and are currently working on finalizing paperwork with the Army Corp of Engineering.
- The road engineering is 30% done.
- We have met all City Planning and Engineering requirements and are now waiting to be scheduled for a Planning Commission meeting for approval of the Major Subdivision. This is a very long process. It is not clear what is still needed to be allowed to be scheduled for the Planning Commission meeting.
- Once the Planning Commission approves the project, engineering can be completed.
- After the engineering is completed, we will need to get DEC approval for the Water, Sewer and Stormwater systems. This will take several months.
- We will also apply for the City Grading Permit and the ROW (Public Facilities Transmission) permits.
- We will also need to develop a SWPPP plan and get the amount of the required bond from the City Engineering department.
- Once all that is done, we can start hiring contractors for the road construction.
- After the road construction, we survey the lots and will complete the Development Permit Application and the Subdivision Application for Final Plat.
- This will need to go to the Planning Commission for approval.
- Then, we can start building houses.



Project Budget Status:

2024	CBJ AHF	THRHA FUNDS
Land Acquisition	\$0	\$1,214,117.91
Environmental Review	\$0	\$19,993.48
Design	\$0	\$3,463.63*
Engineering	\$0	\$105,445.51
Construction	\$0	\$48,000.00
Other	\$259.50	\$13,237.52
<b>TOTAL Funds Expended</b>	<b>\$259.50</b>	<b>\$1,404,258.05</b>

This report reflects our commitment to transparency and keeping all stakeholders informed about the progress of the THRHA New Housing Construction Project. We look forward to the successful completion of this project, which will significantly contribute to addressing the housing needs in the Juneau community.

  
\_\_\_\_\_  
Jacqueline Pata  
President/CEO  
Tlingit Haida Regional Housing Authority

2.28.2025  
\_\_\_\_\_  
Date

1. **Project Name:** Chilkat Vistas Tract A3 Apartments
2. **Project summary:** 48 Studio Apartment Units
3. **Progress Update:** The project is well underway. Two out of three buildings are up and dried in with interior work at various stages of completion. Foundation work has begun for the final building.
4. **Budget Status:** As of YE2024 just over \$1.1M in cash expenditures had been made and the project was running slightly under budget. We were able to enter firm pricing arrangements for ~80% of the project's non-direct labor costs prior to year end. The current business environment has become increasingly uncertain, but we expect that we will remain on budget as we complete the project in the 2<sup>nd</sup> half of this year.
5. **How funding from the JAHF has benefitted your project:** JAHF funding has reduced our financing costs and given us flexibility in our procurement strategy. Without this program it would not make business sense to develop a rental project at this time.
6. **Program feedback:** The program is an effective tool in that it stimulates construction of apartments, but in the long run it will distort the market. Assuming that some day the money runs out and this program ends, we would be very cautious about sanctioning additional rental projects until most of the subsidized loans have matured. We would not want to compete with subsidized projects. I'd expect that this also brings a chill to anyone considering purchasing a rental project that is unable to qualify for this subsidy. This program is great for those of us who can qualify for this funding, but it puts everyone else at a serious disadvantage. I think relaxing code and allowing increased density in existing developments along with tweaked JAHF programs that work better for adding units to existing properties would be a more equitable solution. If we could find a way to convert parking space to living space and create more walkable neighborhoods we would all be much better off in the long run.

# Ridgeview Subdivision

## JAHF Loan Annual Report

### Executive Summary

Glacier Heights, LLC was awarded a \$1,200,000 loan based on Building A containing twenty-four (24) dwelling units. The loan was funded on August 4, 2023. Construction is expected to be completed mid-June 2024. The following is included in this report.

1. Budget and amounts Paid to Date.
2. Brochure with List Pricing (applicable to units that will be sold).
3. Loan benefits to the project.
4. Feedback.

Construction of Building A would have been incredibly difficult to move forward without the city's loan given the tough lending constraints due to higher interest rates and other specific challenges unique to the Juneau area. Therefore, the additional inventory will certainly help with the "stuck" housing market and provide options to improve housing.

### Budget vs. Paid to Date

Attachment A provides the current project budget and amounts paid to date per line item.

### List Pricing

Attachment B is the sales brochure with list prices per unit. These sales prices apply to the units that will be sold.

### Loan Benefits

The inherent risks to developing housing are reasons to hesitate on any development; but the Juneau area present several additional risks that likely would have not been justified with the added risk of higher interest rates. The JAHF loan provided a reasonable buffer to these risks that justified moving the project forward. We likely would have hit pause or even cancelled the project without the loan.

## Feedback

Our concerns and thoughts on how to improve the program largely hinge on the challenges and delays due to this loan being the first one granted to a for-profit developer. These concerns are likely no longer relevant since the terms and conditions of the contract have been set.

	ITEM	REVISED BUDGET Feb.	TOTAL PAID TO DATE	% COMP	BALANCE REMAINING
	CBJ GRANT				
	Land Purchase	\$3,500,000.00	3,500,000.00	100%	
( 01 )	General Conditions	\$1,025,000.00	911,200.00	89%	\$113,800.00
( 01 )	Airfair	\$113,270.00	110,896.98	98%	\$2,373.02
( 01 )	Housing	\$196,535.00	193,956.26	99%	\$2,578.74
( 01 )	Rental Car	\$0.00	482.66		(\$482.66)
( 01 )	Per Diem	\$57,800.00	35,339.44	61%	\$22,460.56
( 01 )	Shipping	\$230,000.00	206,061.70	90%	\$23,938.30
( 01 )	Equip/Scaffolding/Small Tools/Supplies ETC	\$601,700.00	528,904.81	88%	\$72,795.19
( 02 )	Timber Cruiser	\$12,240.00	12,240.00	100%	\$0.00
( 03 )	Concrete & Rebar	\$152,266.81	152,266.81	100%	\$0.00
( 04 )	Masonry Labor	\$95,744.15	71,956.94	75%	\$23,787.21
( 05 )	Metals Material	\$160,371.80	76,156.43	47%	\$84,215.37
( 06 )	Woods & Plastics Rough Carpentry	\$1,238,619.38	1,136,175.97	92%	\$102,443.41
( 07 )	Roofing, Siding Soffit & Fascia, Insulation	\$469,559.27	364,489.30	78%	\$105,069.97
( 08 )	Doors & Windows, Hardware	\$175,557.16	142,187.94	81%	\$33,369.22
( 09 )	Drywall, Paint, Flooring, Ceramic Tile	\$623,600.00	127,641.54	20%	\$495,958.46
( 10 )	Bathroom Accessories, Mailboxes, Signage	\$143,738.59	78,896.64	55%	\$64,841.95
( 11 )	Equipment Appliances, Janitor, Etc.	\$84,720.00	-	0%	\$84,720.00
( 12 )	Furniture, Artwork, Countertops	\$123,800.00	69,482.40	56%	\$54,317.60
( 21 )	Fire Suppression Labor/Materials	\$129,120.00	118,695.24	92%	\$10,424.76
( 22 )	Plumbing Labor/Materials	\$510,000.00	200,431.83	39%	\$309,568.17
( 23 )	HVAC Labor/Materials	\$385,542.00	287,247.75	75%	\$98,294.25
( 26 )	Electrical Labor/Materials	\$309,200.00	211,197.00	68%	\$98,003.00
( 28 )	Electronic Safety & Security Labor/Materials	\$88,129.61	-	0%	\$88,129.61
( 31 )	Earthwork	\$700,000.00	695,474.69	99%	\$4,525.31
( 32 )	Site Improvements	\$455,200.00	8,474.67	2%	\$446,725.33
( 33 )	Utilities	\$96,046.02	96,046.02	100%	\$0.00
	Construction Contingency	\$116,922.21	-	84%	\$116,922.21
	CM/GC Overhead	\$374,000.00	325,000.00	87%	\$49,000.00
	A&E Design Fees	\$203,000.00	174,935.45	86%	\$28,064.55
	Due Diligence Cost	\$0.00	25,000.00		(\$25,000.00)
	Enviromental TIA&MA	\$63,300.00	53,342.11	84%	\$9,957.89
	Insurance and Bonding	\$122,219.00	115,218.25	94%	\$7,000.75
	Permits	\$121,479.00	95,892.10	79%	\$25,586.90
	Developer Fee	\$361,000.00	332,000.00	92%	\$29,000.00
	Legal & Marketing	\$70,000.00	58,067.16	83%	\$11,932.84
	Property Taxes	\$17,320.00	4,372.66	25%	\$12,947.34
	Soft Cost Contingency	\$0.00	-		\$0.00
	Financing Cost (Lender Fees, Interest Reserve)	\$363,000.00	209,609.46	58%	\$153,390.54
	Construction Draw Fee		400.00		(\$400.00)
	<b>Subtotal</b>	<b>13,490,000.00</b>	<b>10,729,740.21</b>	<b>80%</b>	<b>\$2,760,259.79</b>





## PROPERTY OVERVIEW

Discover the future of luxury living at **Ridgeview**. Nestled in the heart of Juneau, this **exciting** project is well underway, featuring **Impeccable craftsmanship, stunning design, and breathtaking natural surroundings**. Join us in creating a new chapter of elevated living in this vibrant community, where every detail reflects our commitment to excellence. Welcome to Ridgeview Alaska, where the future of your dream home awaits!

### Location Details

- Schools:**
- Harborview Elementary School
  - Dzantik'i-Heeni-Middle-School
  - Thunder Mountain High School

- Hospital:**
- Bartlett Hospital

- Airport:**
- Juneau International Airport

### DRIVING DISTANCE

- Airport - **2min**
- Bartlett Hospital - **10min**
- Mendenhall Glacier - **10min**
- Downtown Juneau - **10min**
- Alaska State Capitol - **10min**
- Auke Bay - **10min**
- Fred Meyer - **1min**
- Eaglecrest Ski Resort - **25min**
- Mendenhall Golf Course - **5min**

### AREA HIGHLIGHTS

- ✓ Bartlett Hospital
- ✓ Mendenhall Glacier
- ✓ Eaglecrest Ski Resort
- ✓ Whale Watching
- ✓ Fine Dining
- ✓ Downtown Juneau
- ✓ World-Class Fishing
- ✓ Access to Public Transport







# 1 BEDROOM UNITS

Discover the upscale charm of our 1-bedroom units, where high ceilings and sleek quartz countertops blend to create a luxurious living experience. Enjoy stunning views of the ocean and mountains that frame your everyday scenery, with the added benefit of being just a stone's throw away from all that Juneau has to offer. Our 1-bedroom units are equipped with top-tier amenities like tankless water heaters and commercial-grade A/C, and are bathed in natural light from large windows, situating you in a vibrant and ideally located community.

## Overview

1	1	<b>Open Concept</b>
Bedroom	Bathrooms	Kitchen/Living
<b>Optional</b>	<b>623</b>	<b>2024</b>
Garage	Sq Ft.	Year Built



## Additional Features

- Premium Features**

  - Elevated Ceilings for an Expansive Feel
  - Naviant Tankless Water Heaters
  - Energy Saving A/C and Heater
  - Luxury Vinyl Plank Waterproof Flooring
  - Sleek Quartz Countertops
  - Smart WiFi-Enabled Entry Locks
  - Expansive, Light-Filled Windows
  - LED Recessed Lighting for a Modern Glow
  - Premium Tyvarian Shower Surrounds
  - Exclusive Upper-Level Private Decks
  - Designer-Selected Doors and Cabinetry
- Noise Control:**

  - Advanced Triple-Layer Floor System
  - Dual-Layer Soundproof Sheetrock
  - Dedicated Sound Channeling
  - Enhanced Insulation for Optimal Quietness
- Other:**

  - Stylish Raised Bar Behind Sinks
  - Pre-wiring for Elegant Bedroom Fans
  - Bidet-Ready Toilet Wiring
  - Under-Cabinet Ambient Lighting
  - Integrated Fire Suppression System
  - Solid-Core Security Entry Door
  - Spacious Walk-In Master Closet
  - Energy-Efficient Dual Pane Low-E Windows
    - Horizontal Slide with latch
  - Convenient Garbage Disposal
  - Optional Dedicated Private Garage
  - Optional Secure Personal Storage Space
- Kitchen (Electrolux Frigidaire):**

  - State-of-the-Art Electrolux Appliances
  - Refrigerator with Integrated Ice Maker
  - Sleek, Efficient Dishwasher
  - Gourmet Gas Stovetop
  - Precision Gas Oven
  - Streamlined Above-Range Microwave
  - Washer/Dryer Hookups (Electric?)

STARTING AT  
**\$375K**

See price sheet for individual breakdowns



## 2 BEDROOM UNITS

Discover the expansive elegance of our 2-bedroom condos, where additional space meets modern sophistication. Ideal for those who require more room to breathe, these condos offer a perfect blend of luxury and practicality. Their generous layout provides ample space for living, working, and relaxing, making them an exceptional choice for a richer, more comfortable lifestyle. With stunning views and a prime location near Juneau's attractions, these condos are not just a residence, but a gateway to a life of style and convenience.

### Overview



2

Bedroom



2

Bathrooms



Open Concept

Kitchen/Living



Optional

Garage



923

Sq Ft.



2024

Year Built

### Additional Features

#### Premium Features

- Elevated Ceilings for an Expansive Feel
- Naviant Tankless Water Heater
- Energy Saving A/C and Heater
- Luxury Vinyl Plank Waterproof Flooring
- Sleek Quartz Countertops
- Smart WiFi-Enabled Entry Locks
- Expansive, Light-Filled Windows
- LED Recessed Lighting for a Modern Glow
- Premium Tyvarian Shower Surrounds
- Exclusive Upper-Level Private Decks
- Designer-Selected Doors and Cabinetry

#### Kitchen (Electrolux Frigidaire):

- State-of-the-Art Electrolux Appliances
- Refrigerator with Integrated Ice Maker
- Sleek, Efficient Dishwasher
- Gourmet Gas Stovetop
- Precision Gas Oven
- Streamlined Above-Range Microwave
- Washer/Dryer Hookups (Electric)

#### Noise Control:

- Advanced Triple-Layer Floor System
- Dual-Layer Soundproof Sheetrock
- Dedicated Sound Channeling
- Enhanced Insulation for Optimal Quietness

#### Other:

- Stylish Raised Bar Behind Sinks
- Pre-wiring for Elegant Bedroom Fans
- Bidet-Ready Toilet Wiring
- Under-Cabinet Ambient Lighting
- Integrated Fire Suppression System
- Solid-Core Security Entry Door
- Spacious Walk-In Master Closet
- Energy-Efficient Dual Pane Low-E Windows
  - Horizontal Slide with latch
- Convenient Garbage Disposal
- Optional Dedicated Private Garage
- Optional Secure Personal Storage Space



STARTING AT

# \$495K

See price sheet for individual breakdowns

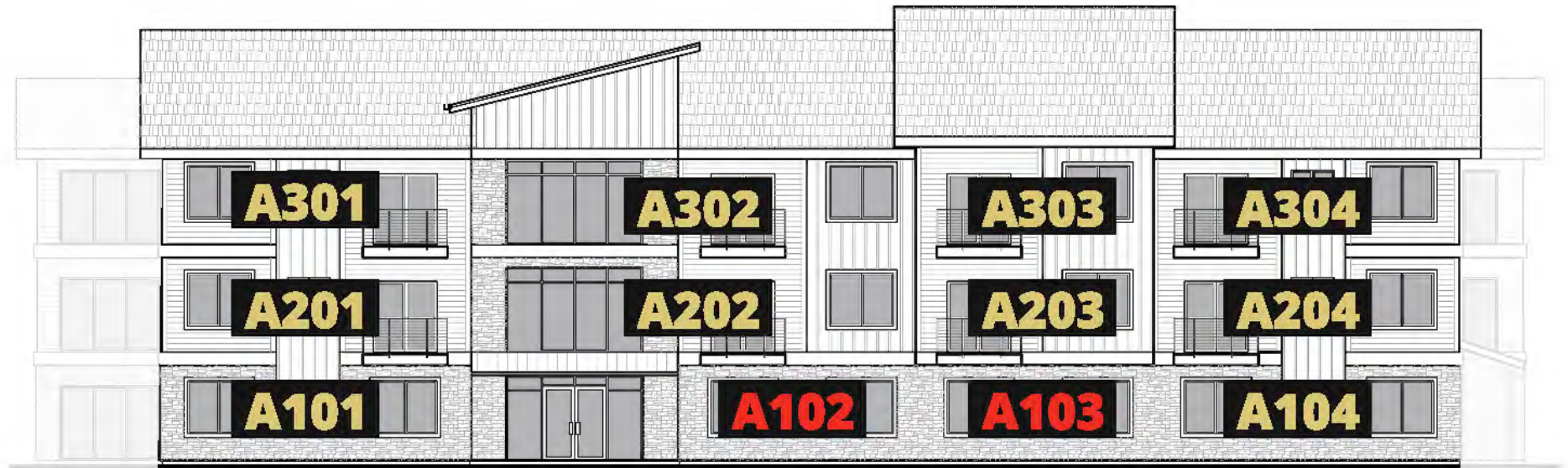


# AVAILABLE UNITS

FRONT ELEVATION

Section F, Item 3.

OCEAN VIEW



CALL OR TEXT  
**907.885.0290**

**PENDING  
SOLD**

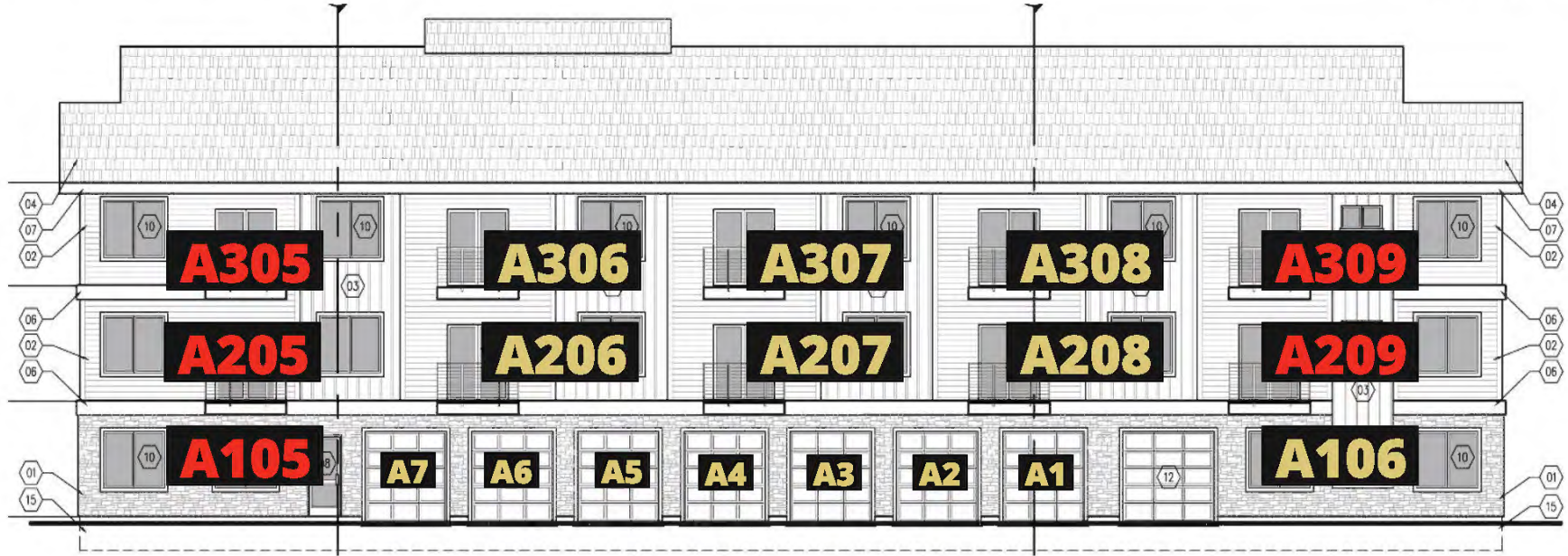
UNIT #	LOCATION	BEDROOM LAYOUT	AREA	UNIT PRICE
A101	SW CORNER	2 BEDROOM	911 SF	\$ 495,500
A102	SOUTH/WEST/LOBBY	1 BEDROOM	697 SF	\$ 386,800
A103	SOUTH/EAST	1 BEDROOM	697 SF	\$ 375,200
A104	SE CORNER	2 BEDROOM	911 SF	\$ 495,500
A201	SW CORNER	2 BEDROOM	911 SF	\$ 505,600
A202	SOUTH/WEST	1 BEDROOM	1,006 SF	\$ 530,400
A203	SOUTH/EAST	1 BEDROOM	742 SF	\$ 395,300
A204	SE CORNER	2 BEDROOM	911 SF	\$ 505,600
A301	SW CORNER	2 BEDROOM	911 SF	\$ 520,800
A302	SOUTH/WEST	1 BEDROOM	1,006 SF	\$ 569,500
A303	SOUTH/EAST	1 BEDROOM	742 SF	\$ 415,900
A304	SE CORNER	2 BEDROOM	911 SF	\$ 520,800

Pricing and availability are subject to change.



# Attachment A AVAILABLE UNITS

REAR ELEVATION  
FOREST VIEW



CALL OR TEXT  
**907.885.0290**

**SOLD**

**SOLD**

**SOLD**

**SOLD**

**SOLD**

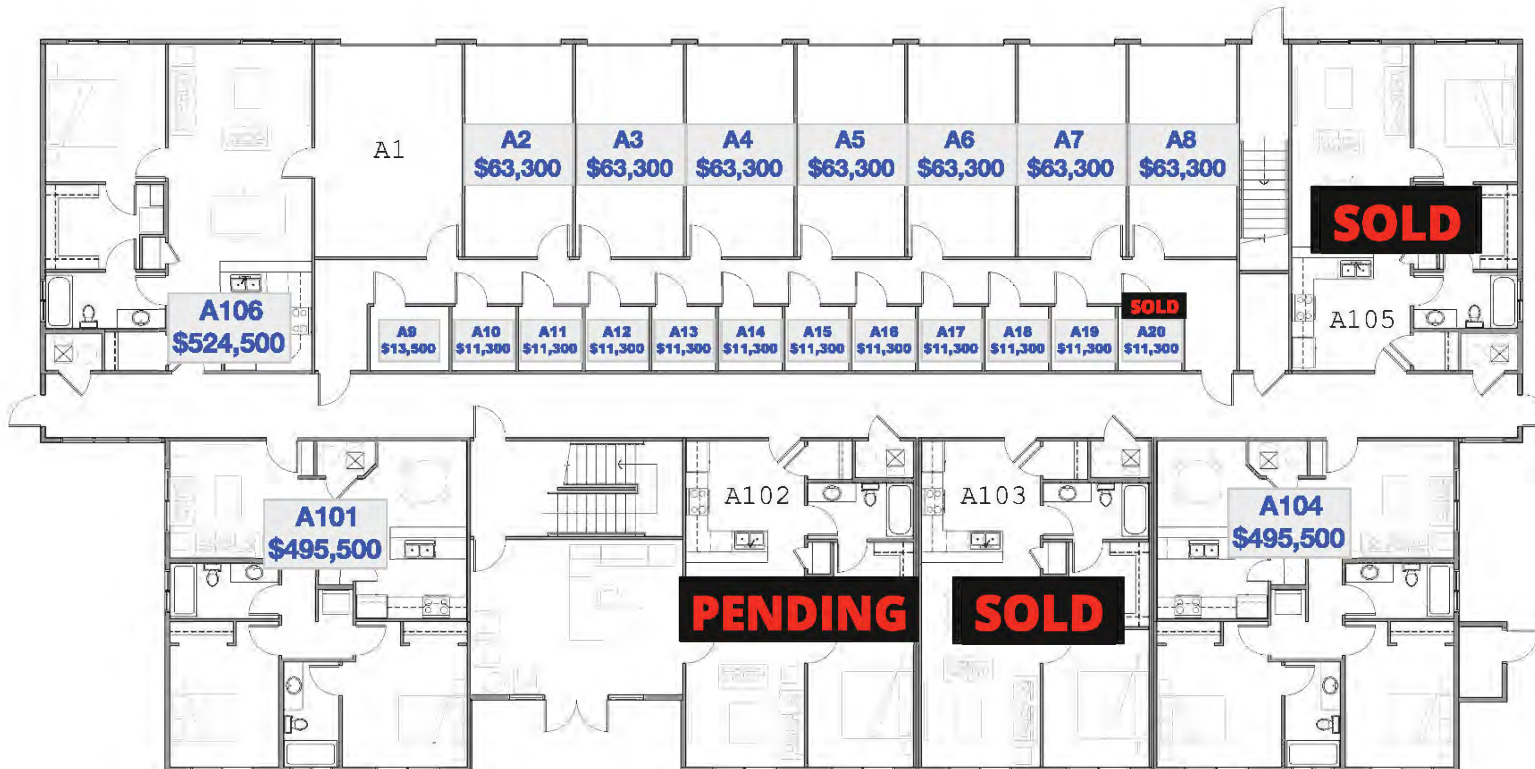
UNIT #	LOCATION	BEDROOM LAYOUT	AREA	UNIT PRICE
A105	NE CORNER	1 BEDROOM	697 SF	\$ 379,100
A106	NW CORNER W/GARAGE	1 BEDROOM	819 SF	\$ 524,500
A205	NE CORNER	1 BEDROOM	827 SF	\$ 459,000
A206	NORTH/EAST	1 BEDROOM	819 SF	\$ 422,700
A207	NORTH/CENTER	1 BEDROOM	819 SF	\$ 422,700
A208	NORTH/WEST	1 BEDROOM	819 SF	\$ 422,700
A209	NW CORNER	2 BEDROOM	1,011 SF	\$ 561,100
A305	NE CORNER	1 BEDROOM	827 SF	\$ 468,200
A306	NORTH/EAST	1 BEDROOM	819 SF	\$ 459,100
A307	NORTH/CENTER	1 BEDROOM	819 SF	\$ 459,100
A308	NORTH/WEST	1 BEDROOM	819 SF	\$ 459,100
A309	NW CORNER	2 BEDROOM	1,011 SF	\$ 577,900

Pricing and availability are subject to change.

# Attachment A PRICE LIST

## 1ST FLOOR

Section F, Item 3.



**A** MAIN LEVEL FLOOR PLAN



**SCHOLZ ARCHITECTS**  
ARCHITECTURE • PLANNING • INTERIOR DESIGN  
681 WEST 54TH AVENUE, SUITE 200, ANCHORAGE, ALASKA 99503  
BUS: 907.562.3300 FAX: 907.562.3300



**RIDGEVIEW ONE - TYPE B**  
ALASKA  
JUNEAU  
MAIN LEVEL FLOOR PLAN

NOTES:  
1. 3/16/23  
2. March 7, 2023  
3. 22-016  
4. A11\_RV\_FPP1

REVISION	DATE
1. REVISED R1	3/17/23
2. REVISED R2	3/22/23
3. REVISED R3	3/22/23
4. REVISED R4	3/22/23





# Attachment A PRICE LIST

## 2ND FLOOR

Section F, Item 3.



**SECOND LEVEL FLOOR PLAN**



**SCHOLZ ARCHITECTS**  
ARCHITECTURE • PLANNING • INTERIOR DESIGN  
601 WEST 5TH AVENUE, SUITE 200, JUNEAU, ALASKA 99801  
907.586.1234 FAX 907.586.1235



**RIDGEVIEW ONE - TYPE B**  
JUNEAU  
SECOND LEVEL FLOOR PLAN

NOTES:  
1. 3/15/23  
2. March 7, 2023  
3. 22-016  
4. A12\_RV\_FPD

REVISION	DATE
REVISION 01	3/15/23
REVISION 02	3/15/23
REVISION 03	3/15/23
REVISION 04	3/15/23





**THIRD LEVEL FLOOR PLAN**



**SCHOLZ ARCHITECTS**  
ARCHITECTURE • PLANNING • INTERIOR DESIGN  
601 WEST 5TH AVENUE, SUITE 200, JUNEAU, ALASKA 99801  
PHONE: 907.586.2300 FAX: 907.586.2300



**RIDGEVIEW ONE - TYPE B**  
JUNEAU, ALASKA  
THIRD LEVEL FLOOR PLAN

NOTES:  
1. 3/15/23  
2. March 7, 2023  
3. 22-016  
4. A13\_RV\_FFP3

REVISION	DATE
REVISION #1	3/15/23
REVISION #2	3/15/23
REVISION #3	3/15/23
REVISION #4	3/15/23



**PENDING  
SOLD**

**SOLD**

**SOLD**

**SOLD**

**SOLD**

**SOLD**

UNIT #	LOCATION	BEDROOM LAYOUT	AREA	UNIT PRICE
A101	SW CORNER	2 BEDROOM	911 SF	\$ 495,500
A102	SOUTH/WEST/LOBBY	1 BEDROOM	697 SF	\$ 386,800
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A308	NORTH/WEST	1 BEDROOM	819 SF	\$ 459,100
A309	NW CORNER	2 BEDROOM	1,011 SF	\$ 577,900
1 - 7	GARAGE UNITS		211 SF	\$ 63,300
1 - 12	STORAGE UNITS		38 SF	\$ 11,300

Pricing and availability are subject to change.

# Attachment B: FY2025 Income Limits and Rental Limits

## City and Borough of Juneau Income Limits for 2025 (effective 4/1/25)

4-person AMI     \$128,700

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% AMI	\$27,030	\$30,900	\$34,740	\$38,610	\$41,700	\$44,790	\$47,880	\$50,970
60% AMI	\$54,060	\$61,800	\$69,480	\$77,220	\$83,400	\$89,580	\$95,760	\$101,940
80% AMI	\$72,080	\$82,400	\$92,640	\$102,960	\$111,200	\$119,400	\$127,600	\$135,920
100% AMI	\$90,100	\$103,000	\$115,800	\$128,700	\$139,000	\$149,300	\$159,600	\$169,900
120% AMI	\$108,120	\$123,600	\$138,960	\$154,440	\$166,800	\$179,160	\$191,520	\$203,880

Source: HUD User Datasets: [https://www.huduser.gov/portal/pdrdatas\\_landing.html](https://www.huduser.gov/portal/pdrdatas_landing.html)

## City and Borough of Juneau Rental Limits for 2025 (effective 4/1/25)

Bedrooms (People)	Fair Market Rent	30% AMI	60% AMI	80% AMI	100% AMI	120% AMI
Efficiency	\$1,202	\$675	\$1,351	\$1,802	\$2,252	\$2,703
1 Bedroom	\$1,336	\$724	\$1,448	\$1,931	\$2,412	\$2,896
2 Bedrooms	\$1,753	\$868	\$1,737	\$2,316	\$2,894	\$3,474
3 Bedrooms	\$2,456	\$1,003	\$2,007	\$2,677	\$3,346	\$4,015
4 Bedrooms	\$2,544	\$1,119	\$2,239	\$2,986	\$3,732	\$4,479

Source: HUD User Datasets: [https://www.huduser.gov/portal/pdrdatas\\_landing.html](https://www.huduser.gov/portal/pdrdatas_landing.html)



# MEMORANDUM

## CITY/BOROUGH OF JUNEAU

Lands and Resources Office  
155 Heritage Way, Juneau, Alaska 99801  
[Dan.Bleidorn@juneau.gov](mailto:Dan.Bleidorn@juneau.gov)  
(907) 586-5252

**TO:** Wade Bryson, Chair of the Assembly LHED Committee  
**FROM:** *Daniel Bleidorn*  
Dan Bleidorn, Lands and Resources Manager  
**SUBJECT:** State of Alaska Parking Lease on Willoughby  
**DATE:** May 29, 2025

In 2009, Resolution Serial No. 2535 authorized the Manager to lease the area between the Juneau Arts and Culture Center (JACC) and Centennial Hall to the State of Alaska for employee parking for one year with four one-year renewals. Ordinance 2015-30 was adopted by the Assembly in 2015 and authorized the Manager to continue leasing this parking to the State for one year with four one-year renewals. Ordinance 2020-22 Authorized the Manager to continue to lease the approximately 1.25 acres, located adjacent to the JACC and Centennial Hall, to the State of Alaska for Employee Parking. This one-year lease included 4 one-year renewal periods. CBJ Lands Staff have reviewed this lease every year since 2009.

The final renewal period for the existing lease is set to expire on August 31, 2025. The current lease rate determined in 2020 has been \$118,800 per year. A lease rate of \$138,805 per year has been proposed which was calculated by adjusting the lease rate by the annual Anchorage CIP during the time since the last time the rate was adjusted. The State manages this parking and provides winter maintenance of the leased area. They provide their own striping, appropriate signage, and enforcement of their parking regulations.

The CBJ and the State have discussed renewing this lease with two-year terms rather than one-year terms, to increase efficiency. Two-year terms with 4 two-year renewals will eliminate the need for CBJ staff to review this every single year. A new authorizing ordinance would not be needed for 10 years rather than 5 years. The CBJ will still review the lease terms and conditions every two years.

**Staff request that the Lands, Housing, and Economic Development Committee pass a motion of support to continue to lease roughly 150 parking spaces to the State of Alaska for employee parking for up to 10 years.**

Attachments:  
Ordinance 2020-22



Presented by: The Manager  
Introduced: 06/08/2020  
Drafted by: R. Palmer III

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-22

### **An Ordinance Authorizing the Manager to Lease Approximately 1.25 Acres, Located adjacent to the Juneau Arts and Culture Center and Centennial Hall, to the State of Alaska for Employee Parking.**

WHEREAS, as authorized by Ordinance 2015-30, the City and Borough leases to the State of Alaska a portion of the parking area adjacent to Centennial Hall for State employee parking; and

WHEREAS, the purpose of this lease agreement would be to accommodate the State of Alaska employee parking; and

WHEREAS, the appraised market value for the area to be leased (approximately 150 parking spaces) was determined to be \$118,800 annually by appraisal dated May 28, 2020.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1. Classification.** This ordinance is a non-code ordinance.

**Section 2. Authorization.** The Manager is authorized to lease approximately 1.25 acres (54,450 square feet or approximately 150 parking spaces) depicted on Exhibit A, which is a portion of the following described properties:

Lot A, Juneau Subport Subdivision; Lot 12, Block 68 of the Tidelands Addition to the City of Juneau; Lot 12A, Block 68 of the Tidelands Addition to the City of Juneau; and Lot 11, Block 68 of the Tidelands Addition to the City of Juneau.

No structures or buildings are included in the leased premises.

**Section 3. Terms and Conditions.** The final lease shall be subject to the following essential terms and conditions:

(A) Purpose. The leased premises may be used only for personal vehicle parking. Four parking spaces directly adjacent to the Juneau Arts and Cultural Center entrance will remain dedicated exclusively to building tenant use. The Lessee shall identify the four parking spaces with signage installed and maintained at its expense.

(B) Term. The lease term shall be from June 30, 2020 to June 30, 2021. The lease shall automatically expire on June 30, 2021, unless extended as provided by the lease agreement.

(C) **Renewal.** The lease may be extended for up to four one-year terms upon written request at the discretion of the City and Borough. Requests for extensions must be provided to the City and Borough not less than 90 days prior to the date the lease would otherwise expire. It is within the City and Borough's sole discretion to accept or reject a request for extension with any or no reason. If the City and Borough fails to give written notice of its acceptance of a request for an extension at least thirty days prior to the lease expiring, the lease will expire as specified in the lease agreement.

(D) **Maintenance.** Maintenance, including snow removal, shall be the responsibility of Lessee.

(E) **Rent.** Annual rent shall be \$118,800 due on or before July 1, 2020. Thereafter, if the lease is extended, payment will be due on or before July 1 of each lease year. In the case of extensions, annual rental payments may be adjusted. If the City and Borough desires to adjust the annual rental payments in connection with any agreed-upon extension, it shall provide a schedule of annual rental payments for the next extension at the time approval of the extension is given. The Lessee shall then have thirty days to give notice of its acceptance of the rental adjustment, notice its withdrawal of its request for an extension, or notice its appeal of the adjustment. Appeals shall be heard in accordance with the provisions of CBJ 01.50. If Lessee withdraws its request, this Agreement will terminate on the date it otherwise would have had no extension been sought or granted. If Lessee does not timely withdraw or appeal the adjustment, then this Agreement shall be extended for the additional term and rent shall be paid at the adjusted rental rate.

(F) **Other terms and conditions.** The Manager may include other lease terms and conditions as the Manager determines to be in the public interest.

**Section 4. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this 29<sup>th</sup> day of June, 2020.




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Beth A. Weldon, Mayor

Attest:




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Elizabeth J. McEwen, Municipal Clerk

